

THE STATE OF Texas §
COUNTY OF Harris § BUSINESS RECORDS AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Rolando Briones Jr., who, being by me duly sworn, deposed as follows:

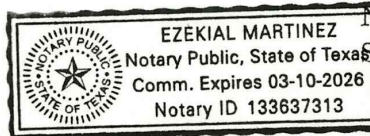
My name is Rolando H. Briones Jr. I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated.

I am an employee of Briones Consulting, and I am a custodian and/or other qualified person, in a manner complying with any Act of Congress or rule prescribed by the Supreme Court pursuant to a statutory authority. Attached hereto are 8 pages of records, from Rolando H. Briones Jr. The said 8 pages are kept by Briones Consulting in the regular course of business, and it was in the regular course of business of Briones Consulting for an employee or representative of Briones Consulting with knowledge of the act, event, conditions, opinion, or diagnoses recorded to make the record or to transmit information thereof to be included in such record, and the record was made at or near the time of the event recorded or reasonably soon thereafter. The records attached hereto are:

10 802 pages of _____ records for Briones Consulting

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 9 day of June, 2022



Ezekial Martinez
NOTARY PUBLIC in and for the State of Texas

Ezekial Martinez

NOTARY'S PRINTED NAME
Commission Expires: 3-10-26

GOVERNMENT
EXHIBIT
001

CONSULTANT AGREEMENT

AGREEMENT made as of the 15th day of October, 2004 by and between Briones Consulting & Engineering, LTD., (hereinafter referred to as "BCE"), and Leo Lopez (hereinafter referred to as the "Consultant").

WHEREAS, BCE desires to obtain the services of the Consultant as an independent consultant; and

WHEREAS, the Consultant desires to provide consulting services to BCE;

NOW, THEREFORE, in consideration of the covenants and agreements stated herein, the parties hereto mutually covenant and agree as follows:

1. **Consulting Agreement.** BCE agrees to retain the Consultant and the Consultant agrees to perform services for BCE under the terms and conditions hereinafter set forth.
2. **Term.** The term of the Agreement shall commence on the 15th day of January, 2008 and extend on a month to month basis.
3. **Duties.** During the term of this Agreement, the Consultant will furnish consulting services to BCE as more specifically described in Exhibit A, attached hereto.
4. **Compensation for Services.** BCE will pay the Consultant in accordance with the monthly retainer set forth in Exhibit A for all services authorized by BCE and satisfactorily performed by the Consultant under this Agreement. Payment shall be paid against acceptable profitability by BCE. During the period of this Agreement, BCE will not guarantee the Consultant any minimum number of days or hours, nor will the Consultant be required to guarantee availability for any specific number of days or hours. It is understood that the Consultant's services will be on an "as required" and "as available" basis. The Consultant shall report to Rolando Briones, Jr., Manager of BCE, who shall authorize work assignments and approve invoices.

If the Consultant dies during the term of this Agreement, all compensation due under this Agreement shall cease as of the end of month in which his death occurs. In the event the Consultant is disabled or otherwise physically unable to perform the services reasonably expected by BCE for a period exceeding 30 consecutive days, compensation will be suspended and will be resumed when the Consultant is able to perform the services reasonably expected.

5. **Reimbursement of Travel Expenses.** BCE shall reimburse the Consultant for authorized reasonable, out-of-pocket expenses incurred by the Consultant in the performance of his or her duties for BCE. Statements for expense reimbursement shall itemize all expenses, including mileage, and copies of receipts for all expenses shall be attached. All expenses associated with meals, refreshments, entertainment or other

business courtesies must be in compliance with BCE's Code of Ethics and any applicable client entertainment and gift policies.

6. **Consultant an Independent Contractor.** The Consultant will furnish Consultant services as an independent contractor and not as an employee of BCE or of any company affiliated with BCE. The Consultant has no power or authority to act for, represent, or bind BCE or any company affiliated with BCE in any manner. The Consultant is not entitled to any medical coverage, life insurance, participation in BCE's savings plan, or other benefits afforded to BCE's regular employees, or those of BCE's affiliated companies. If BCE or any of its affiliated companies is required to pay or withhold any taxes or make any other payment with respect to fees payable to the Consultant, the Consultant will reimburse BCE or the affiliated company in full for taxes paid, and permit BCE to make deductions for taxes required to be withheld from any sum due the Consultant. Consultant expressly acknowledges that he or she is not entitled to make claims under and has no right to benefit from BCE's worker's compensation program. If Consultant is an individual, Consultant certifies that he or she has no employees and therefore is not subject to workers' compensation laws. The Consultant for him- or herself and his or her assigns hereby releases and forever discharges BCE, its affiliates and subsidiaries, and their officers, directors, employees, agents or subcontractors from any and all claims for bodily injury or property damage or loss that arise during the term of this Agreement.
7. **Termination.** At any time during the term of this Agreement, if either party fails to fulfill the duties, obligations and responsibilities imposed on that party by this Agreement, then the other party may, at its option, terminate this Agreement by giving written notice to the other party, specifying the grounds for exercising the option to terminate at any date or retroactivity as determined by BCE. The termination notice shall be delivered by certified mail, return receipt requested. Upon termination of the Agreement, the Consultant shall return all documents, information material and software provided by BCE and any and all copies made by the Consultant shall be returned to BCE.

BCE may terminate this agreement without cause upon written notice to the Consultant. In the case of such termination, BCE shall pay Consultant for all undisputed amounts due and payable as of the date of termination. BCE will have final approval authority as to the amount and date of final payment disbursement.
8. **Trade Secrets and Inventions.** The Consultant will treat as proprietary and confidential any information belonging to BCE, its affiliated companies, or any third parties, disclosed to or learned by the Consultant in the course of the Consultant's services. The Consultant assigns and agrees to assign to BCE or its nominee all rights in inventions or other proprietary information conceived by the Consultant during the term of this Agreement with respect to any work that the Consultant performs under this Agreement.
9. **Consultant Not to Engage in Conflicting Activities.** During the time of this Agreement, the Consultant will not enter into any activity, employment, or business

arrangement which conflicts with BCE's interests or the interests of any of BCE's clients or the Consultant's obligations under this Agreement. In view of the sensitive nature of the Consultant's status, BCE shall have the option of terminating this Agreement at any time if, in its sole judgment, a conflict of interest exists or is imminent. Recognizing that BCE has not contracted for exclusive rights to Consultant's services, BCE agrees to implement this provision as follows. Consultant agrees to advise BCE of its position with respect to any activity, employment, or business arrangement contemplated by the Consultant which may be relevant to this Paragraph and to offer BCE the right of first refusal in the business or project in question. If BCE declines to participate in the proposed business or project offered by Consultant, the Consultant may pursue the opportunity without further obligation under this paragraph. However, nothing in this paragraph shall be construed to relieve Consultant of obligations under Paragraph 8 (Trade Secrets). For this purpose the Consultant agrees to disclose such plans to BCE prior to implementation.

10. **Restriction on Use of Third Party and Consultant Software.** The Consultant agrees that any third party software or BCE software provided to him or her by BCE shall be used solely to perform services to BCE under this Agreement. Any use by the Consultant for any other purpose is strictly prohibited and will result in the termination of this Agreement.
11. **Entire Agreement and Amendments.** This Agreement (consisting of pages 1 to 4, inclusive and Exhibits A and B, which are attached hereto) sets forth the entire consulting arrangement between BCE and the Consultant and may be amended only by a written instrument executed by both parties.
12. **Governing Law.** The validity and construction of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
13. **Binding Effects.** This Agreement shall be binding upon and shall include the benefits of the parties hereto and their heirs, executors, legal representatives, successors, and assigns.
14. **Confidential Information.** The Consultant shall not disclose or use, at any time either during or subsequent to the term of this Agreement, any information belonging to or about BCE or a client of BCE of which the Consultant becomes informed during his consultation to BCE, whether or not developed by the Consultant, except as required by his duties to BCE.
15. **Compliance with Code of Ethics, Client Policies and Applicable Laws.** The Consultant hereby acknowledges that he or she has read and understands the BCE Code of Ethics attached hereto as Exhibit B. The Consultant represents that he or she shall comply with all aspects of the Code of Ethics in the performance of services under this Agreement. The Consultant further represents that he or she shall comply with any and all applicable federal, state and local laws in the performance of services under this Agreement as well as any applicable client entertainment and gift policies.

16. **Reporting Protocol.** The Consultant agrees to submit a report with his or her invoice. The report shall list major activities performed during the previous month; the status of ongoing assignments; priorities for the upcoming month and critical issues that need to be addressed immediately.
17. **Non-Solicitation and Non-Hire.** During the term of this Agreement and for twelve (12) months following termination or completion of the services, whichever is later, Consultant shall not directly or indirectly solicit or recruit employees of BCE, shall not submit the names or resumes of any employee of BCE to any third party or any other employer, and shall not hire any employee of BCE or cause any employee of BCE to be hired by any third party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CONSULTANT

BRIONES CONSULTING &
ENGINEERING, LTD.

Leo Lopez

Rolando H. Briones, Jr.
Manager

Date: 10-15-04

Date: OCT. 15, 2004

Exhibit A

1. Compensation will be based on a task basis to be determined.

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BCE-WES-332

DOJ_0042137

Exhibit B

BCE's Code of Ethics

Briones Consulting & Engineering, LTD. (BCE) and all of its subsidiaries are committed to ethical conduct in our business practices. Since the firm's founding in 1947, we have always upheld a policy to conduct all business in a lawful and ethical manner.

The standards of conduct set forth in BCE's code of ethics (code) reflect the firm's core values of excellence, initiative, shared commitment, integrity, and teamwork. These core values are demonstrated in BCE's interactions with our clients, employees, shareholders, subcontractors and vendors, and the communities in which we work.

Statement of Commitment

These commitments form the basis for BCE's code of ethics:

- Clients - Our relationships with our clients will be conducted with good will and respect that will facilitate the successful fulfillment of services to all of our clients.
- Employees - The firm will endeavor to treat all of our employees fairly and equitably, to provide a safe working environment, and to foster diversity within the organization.
- Shareholders - The firm will maintain high ethical standards while pursuing growth in revenues and a level of profitability that will enable our shareholders to achieve a fair rate of return on their investment.
- Subcontractors and Vendors - The firm will strive to develop and maintain mutually beneficial relationships with subcontractors and vendors based on their capability to provide quality products and dependable service at prices that contribute to the firm's competitiveness within the marketplace.
- Community - The firm is committed to responsible corporate citizenship.
- Professional Associations and Institutions of Higher Learning - The firm is committed to supporting the profession through active involvement in professional associations and institutions of higher learning throughout the world.

Personal Responsibility for Ethical Conduct

The code sets forth the basic principles of ethical conduct to guide us in honest and fair interactions with others both within and outside BCE. All employees have a personal responsibility to understand and practice BCE's code of ethics and to abide by the laws, regulations, and client requirements affecting personal, business, and professional conduct. BCE also respects individuals' rights to fulfill their ethical obligations regarding any other codes of ethics of their individual professions or their specialty licenses or certifications.

While this code requires each employee to be responsible for implementing the company's ethics policies, all managers are responsible for assuring that employees under their supervision are familiar and comply with the standards set forth in this code.

Specific questions concerning the applicability of a law or regulation to an employee's conduct or business practice should be discussed with her or her manager or a member of the Office of General Counsel.

Complete and Accurate Books, Records, and Communications

Timesheets must be filled out in a complete, accurate, and timely manner. Employees must ensure that hours worked and costs are applied to the account for which they were incurred.

All expenditures for meals, refreshments, and entertainment must be documented in accordance with established policies and procedures.

All assets and liabilities of BCE are to be properly accounted for in BCE's books and records.

All books and records of BCE or any supporting documents must be accurate and fairly stated. No false or misleading statements or entries may be made for any purpose.

No false or intentionally misleading statements shall be made in any form of communication whether in person or by telephone, or in documents, letters, or e-mails.

Conflict of Interest

BCE expects that all employees will devote their full working time and efforts to BCE's interests and avoid any activity or situation that might conflict with BCE's interests. All BCE employees have a responsibility to avoid financial, business, or other relationships that might conflict with the interests of BCE or might cause a conflict with the performance of their duties.

An employee may not have any employment, consulting or other business relationship with a competitor, client, subcontractor, or vendor of BCE or invest in any competitor, client, subcontractor, or vendor of BCE except for moderate holdings of publicly traded securities unless the employee obtains the advance approval of the employee's manager and the Office of General Counsel.

It is imperative that any potential or actual conflict or any situation that may be perceived as a potential or actual conflict be disclosed immediately to the company's management. Failure to disclose a conflict of interest is a violation of company policy.

Contracts and Procurements

In negotiating contracts with any clients, subcontractors, or vendors, be accurate and complete in all representations. In negotiating contracts with governmental agencies, the firm has an affirmative duty to disclose current, accurate, and complete cost and pricing data where such data are required under law or regulation. Further, the submission to a federal, state, or local governmental entity of a proposal, quotation, or other document or statement that is false, incomplete, or misleading can result in civil and/or criminal liability for the company, the involved employees, and managers.

No BCE employee may attempt to induce unlawful disclosure of any procurement-sensitive or classified information consistent with the U.S. Procurement Integrity Act.

Client Relations and Business Courtesies

BCE's provision of any gifts, entertainment, or other business courtesies must be in compliance with all applicable laws.

The U.S. Government has very strict regulations with respect to the offering and acceptance of entertainment, meals, gifts, or other gratuities. Many states and local governments also have adopted similar regulations. Therefore, BCE employees may not give or offer to give anything of value to government employees in the form of entertainment, meals, or gifts that would be in violation of the applicable rules and regulations of the particular government agency.

Apart from restrictions that apply in the public sector, business courtesies, such as gifts or entertainment, may be offered or accepted provided the following conditions are met:

- The business courtesy does not violate any law, rule, regulations, standards of conduct, or the policy of the recipient's employer.
- The business courtesy or promotional gift item is modest in value, infrequent with respect to the same recipient, and in accordance with customary business practices.

Confidential Information

An employee may not disclose to any outside party, except as specifically authorized by management, any non-public, business, financial, personnel, or technological information, plans, or data either generated or acquired during employment with BCE. Upon termination of employment, an employee may not copy, take, or retain any documents containing BCE private or confidential information. The prohibition against disclosure of BCE confidential and/or proprietary information extends indefinitely beyond the period of employment. The agreement to protect the confidentiality of such information is considered an important condition of employment with BCE.

The company may also be required to keep client information confidential. Therefore, the requirements set forth in the first paragraph of this section also apply to client confidential information.

U.S. Government Classified Information

The firm has special obligations to comply with laws and regulations pertaining to U.S. Government classified information. Employees with valid security clearances who have access to classified information must ensure that such information is handled in accordance with pertinent government procedures.

Political Contributions

Federal laws prohibit the use of corporate funds to contribute to those seeking or holding federal offices, and many states have similar laws governing political contributions. To ensure that BCE and all employees are in complete compliance with all applicable laws, any contribution of BCE funds or other resources to any political party or candidate requires advance notice to the Office of General Counsel.

The company shall not reimburse employees for any political contributions. An employee may make voluntary personal contributions to any lawful political causes, parties, or candidates, and their committees. However, since the company's clients include many governmental entities, employees are requested to first notify the Office of General Counsel prior to making more than a modest political contribution. This will enable the Office of General Counsel to determine whether there would be a perceived or potential conflict of interest arising out of the contribution.

Software License and Copyright Compliance

Only company-authorized, duly licensed software shall be installed on BCE computers.

Employees must also abide by the copyright laws and secure legal permission prior to duplicating any copyrighted material.

Recruitment and Employment of Government Employees

Complex rules govern the recruitment and employment of government employees. Please consult with the Office of General Counsel prior to making offers of employment to current or former government employees.

Dealing with Public Officials Outside the U.S.

BCE employees are required to comply with U.S. laws and the laws of other countries governing the conduct of business with public officials. The U.S. Foreign Corrupt Practices Act prohibits promising, offering or making any payment of money, products, or services to a foreign official in exchange for or in order to induce favorable business treatment or to influence a foreign government decision. The U.S. Foreign Corrupt Practices Act prohibits bribery of foreign officials, making it a criminal offense to offer a bribe to a foreign official, foreign political party, party official, or candidate for foreign political office to obtain, retain or direct business to the firm.

BCE employees must also exercise due care in forming teaming arrangements, joint ventures, and other associations with firms doing business in other countries to assure

that these firms also comply with U.S. laws and laws of other countries with respect to the conduct of business with public officials.

Compliance with Environmental Laws

It is the firm's policy to comply with all laws and government regulations that are applicable to our business both in the United States and in other countries. BCE employees should be particularly attentive to environmental laws and regulations and respectful of the environment. The Office of General Counsel is available to assist BCE employees with respect to the interpretation of environmental laws as they relate to the employees' assignments.

For example, in the United States, the Clean Water Act, the Safe Drinking Water Act, the Resource Conservation and Recovery Act, and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) are examples of legislation related to the activities of the firm. It is incumbent that employees ensure that their work is consistent with the requirements of these acts.

Reporting Violations and Discipline

Adherence to this code is vital. Managers are responsible for ensuring that employees adhere to the provisions of the code. For clarification or guidance on any point in the code, employees should consult their manager or the Office of General Counsel.

Employees are urged to also familiarize themselves with all of the sections of the Human Resources Policy Manual, which sets forth policies that further govern the behavior of BCE employees, including guidelines for appropriate conduct, zero tolerance policy, and the firm's policies promoting diversity and prohibiting discrimination and harassment.

It is the responsibility of an employee having knowledge of any violation of the code to disclose such activity to either the employee's manager, Corporate Human Resources, or the Office of General Counsel. Such reports may be made anonymously.

Any manager receiving a report from an employee regarding a violation shall promptly report the matter to senior management and to the Office of General Counsel. No adverse action or retribution of any kind will be taken against an employee because he or she reports a suspected violation of the code.

Violations of the code may result in discipline ranging from warnings to discharge.

United States District Court

SOUTHERN

DISTRICT OF

TEXAS

TO:

McALLEN DIVISION

Briones Consulting & Engineering, Ltd.
8118 Broadway St.
San Antonio, TX

SUBPOENA TO TESTIFY BEFORE GRAND JURY

SUBPOENA FOR:

☐ PERSON ☒ DOCUMENTS OR OBJECT(S)

YOU ARE HEREBY COMMANDED to appear and testify before the Grand Jury of the United States District Court at the place, date, and time specified below.

PLACE UNITED STATES DISTRICT COURT BENTSEN TOWER 1701 W. HIGHWAY 83 McALLEN TX 78501	ROOM GRAND JURY ROOM 2nd Floor <hr/> DATE AND TIME December 6, 2017 @ 9:00 am
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YOU ARE ALSO COMMANDED to bring with you the following document(s) or object(s):*

Please see subpoena attachment. Complete the attached Business Records Affidavit.

Compliance with this subpoena may occur by mailing the requested records prior to the appearance date indicated on the face of the subpoena to Special Agent Peter Kilpatrick, Federal Bureau of Investigation, 1200 N. McColi Rd., McAllen, TX 78501.

Should you have any questions, please contact Special Agent Peter Kilpatrick at (956) 984-6492.

You are not to disclose the existence of this directive. Any such disclosure would impede the investigation being conducted and thereby interfere with the enforcement of the law.

☐ Please see additional information on reverse

This subpoena shall remain in effect until you are granted leave to depart by the court or by an officer acting on behalf of the court.

CLERK DAVID J. BRADLEY, Clerk	DATE
(BY) DEPUTY CLERK 	11/03/17
This subpoena is issued upon application of the United States of America ABE MARTINEZ ACTING UNITED STATES ATTORNEY	NAME, ADDRESS AND PHONE NUMBER OF ASSISTANT U.S. ATTORNEY Roberto Lopez, Jr., Assistant United States Attorney 1701 W. Highway 83, Suite #600 McAllen, TX 78501 956-618-8010 17-304/16R15273

*If not applicable, enter "none."

To be used in lieu of AO110

FORM OBD-227
JAN. 86



Printed on Recycled Paper

17-304/16R15273

ATTACHMENT TO SUBPOENA

To: Briones Consulting & Engineering, Ltd.
8118 Broadway St.
San Antonio, Texas

Document Request

Any and all documents relating to any work, anticipated work, projects, and/or anticipated projects performed for, on behalf of, in association with, as partner with, or subcontracted to:

City of Weslaco, Texas
Agua Special Utility District
Hidalgo County, Texas
Hidalgo County Drainage District
CDM Smith, Inc.
Camp, Dresser, & McKee Inc.
Rolando H. Briones, Jr.
Jason Eberle
Eberle Materials, Inc.
JF Trenching & Paving Construction, LLC
Arturo C. Cuellar, also known as A.C. Cuellar
Leonel Julian Lopez, Jr.
Leo Lopez Consulting, Inc.
LB Ranch
Xtra Xtra's
John F. Cuellar

for the time period of **January 1, 2010 to Present**

Copies of any articles of incorporation, formation documents, corporate minutes, and by-laws for Briones Consulting & Engineering, Ltd.

Copies of any signatory or signature cards for all bank accounts opened or active in the name of Briones Consulting & Engineering, Ltd. for the time period of January 1, 2010 to Present, irrespective of whether said bank account is currently open.

General Definitions

"Document" shall mean, without limitation, the following items, in your possession or custody, or under your control, and that are not protected by an applicable privilege, whether handwritten, printed, audio recorded; video recorded; electronically recorded; filmed or produced by any other mechanical, digital, or electronic process, including electronic mail, facsimile or "fax" transmissions, computer tapes, disks, ROM, CD-ROM, DVD, videotape, or any other storage media. "Document" shall include any communications; correspondence; agreements; contracts; receipts; purchase orders; invoices; requisition orders; promissory notes; checks; deposit slips; cancelled checks; cashier's checks; bid packages; bid documents; bid proposals; diagrams;

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expense reports; subcontracting agreements; project files; financial statements; business records; expense reports; credit card statements; work-papers; copies; notes and memoranda; summaries and minutes of conferences; summaries and records of personal conversations or interviews; time logs; charts; plans; diagrams and drawings; opinions and reports of consultants.

“Relating to” shall mean, without limitation, anything that constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, concerns, or is in any manner whatsoever pertinent to that subject.

INSTRUCTIONS FOR PRODUCTION OF RECORDS

I. General

- A. Records existing as **Electronically Stored Information (ESI)** shall be produced in their native electronic form and shall include text data and image data held:
 - 1. In your record retention systems; and/or
 - 2. By your technology, data, or other service provider(s).
- B. Records that do not exist as ESI may be produced in paper or other original format and may be converted to image or text data and provided as ESI, unless originals are required.

II. Text Data

- A. Text data relating to transactions shall be produced within a data file:
 - 1. Using a delimited ASCII text data format; or
 - 2. Using software that can export to a commonly readable, non-proprietary file format without loss of data.
- B. Text data files relating to transactions shall include field descriptions (e.g., account number, date/time, description, payee/payor, check number, item identifier, and amount).

III. Image Data

- A. Image data shall be produced in graphic data files in a commonly readable, non-proprietary format with the highest image quality maintained.
- B. Image data of items associated with transactions (e.g., checks and deposit slips) shall be:
 - 1. Produced in individual graphic data files with any associated endorsements; and
 - 2. Linked to corresponding text data by a unique identifier.

IV. Encryption/Authentication

- A. ESI may be transmitted in an encrypted container. Decryption keys and/or passwords shall be produced separately at the time the data are produced.

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- B. Authentication, such as hash coding, may be set by agreement.
- C. Affidavits or certificates of authenticity may be included as part of the electronic production.

Electronic production of the requested records is preferred and can be delivered to Peter.Kilpatrick@ic.fbi.gov. If mailing hardcopies or compact discs, please send information through Federal Express (overnight) to SA Peter Kilpatrick, Federal Bureau of Investigation, 1200 North McColl Rd., McAllen, TX 78501. SA Kilpatrick can be reached directly @ (956) 984-6492. Please do not send materials to the United States Attorney's Office.

Compliance with this subpoena may also occur by mailing the requested records prior to the appearance date indicated on the face of the subpoena to Special Agent, Peter Kilpatrick, Federal Bureau of Investigation, 1200 N. McColl, McAllen, Texas 78501.

Should you have any additional questions, please contact Special Agent Peter Kilpatrick at (956) 984-6492.

NOTICE TO NON-FINANCIAL INSTITUTIONS

If an entity is defined as a financial institution under other Federal statutes but not under the Rights to Financial Privacy Act, it is not entitled to reimbursement.

Pursuant to 12 U.S.C. § 3401, Ch. 35 Right to Financial Privacy Act a “financial institution” is defined as follows”

"financial institution", except as provided in section 1114 [12 USCS § 3414], means any office of a bank, savings bank, card issuer as defined in section 103 of the Consumers Credit Protection Act (15 U.S.C. 1602(n)), industrial loan company, trust company, savings association, building and loan, or homestead association (including cooperative banks), credit union, or consumer finance institution, located in any State or territory of the United States, the District of Columbia, Puerto Rico, Guam, American Samoa, or the Virgin Islands.

The following are examples of entities that **are not** entitled to reimbursement for production of financial records:

Accounting firms

Credit reporting companies

Insurance companies

State/local governments

Telephone Companies (except where allowed by the Electronic Communications Privacy Act, 18 U.S.C. § 2706)

Title Companies

Western Union